



City of Weyauwega

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COMMUNITY ROOM RENTAL GUIDELINES

This Community Room Rental Agreement (the “Agreement”) is made by and between the City of Weyauwega, Wisconsin (the “City”) and the undersigned (hereinafter, the “Renter”).

It is understood and agreed that this Agreement constitutes a revocable license, terminable by the City immediately, with or without cause, without prior notice. Inappropriate behavior or violation of any of the terms and conditions of this Agreement may be the basis for immediate termination by the City. Renter agrees that he/she and all of Renter’s invitees and guests shall immediately and peaceably leave the City property if directed to do so by a City official or the Weyauwega Police Department.

The Renter’s use of and presence on the City property, including the Community Room, shall be subject to strict compliance with all of the terms and conditions of this Agreement.

The Community Room may not be used for any other purpose without the written consent of the City. The Community Room may not be sublet.

The Renter specifically agrees to all of the following:

1. Use of Community Room. If the Community Room is available on the requested date(s) and the Renter’s use of the Community Room is approved, as indicated below, Renter shall observe, perform and be liable for faithful compliance with the terms of this agreement and will be responsible for all damage to the Community Room, and to any persons or property as a result of or arising out of the use of the City property by Renter or Renter’s invitees and guests. Liability is not limited to the security deposit.

2. Damages and Liability. The Renter will be personally liable for all damages incurred as a result of the use of the Community Room, including failure to thoroughly clean the Community Room. Damages incurred, including the cost necessary to clean the Community Room (to be calculated at a rate of \$50 per hour per person required to complete the cleanup), may be automatically deducted from the security deposit. If such amount exceeds the security deposit, Renter agrees to promptly pay the entire balance owed within 20 days. The Renter takes full responsibility for all damage, accidents, personal and property injury that occur on the property arising out of or related to use pursuant to this Agreement. The Renter will indemnify and hold harmless the City, its Mayor and Council, its officials and its employees and other members of

the public on the City property from any and all loss, including attorney's fees incurred, that may be sustained in connection with any such damage or injury. Renter will promptly pay all such liabilities.

3. Payment of Rental and Deposit. The rental cost of \$20 per hour or \$80 per day (an additional \$25 for use of audio/visual equipment) is payable immediately when the reservation is made along with the security deposit of \$50 if no food is to be served, \$100 if food is to be served. An additional \$50 security deposit is required for the use of audio/video equipment. If paying by check, separate checks for the rental fee and security deposit is recommend.

The rental fee shall be non-refundable.

The security deposit will be returned to the Renter by mail after the event if no excessive cleaning is required and there is no damage to the facilities. If damage exists or excessive cleaning is required, the deposit will be forfeited. If damage exceeds the amount of the deposit, the Renter will be held financially responsible. Excessive cleaning is cleaning that is beyond the scope or extent of usual cleaning tasks undertaken by the City cleaning staff on a periodic basis.

4. Inspection. A City official shall inspect the premises after the rental. If the Community Room and City premises have been properly cleaned and vacated and no damages have been incurred, Renter's security deposit will be returned. If there are damages or failure to adequately clean up, the costs of such damages or clean up shall be deducted from the security deposit. If the costs exceed the security deposit, an invoice will promptly be prepared and provided to the Renter.

5. Rules. The attached rules governing use of City Community Room are incorporated into this Agreement. Renter hereby agrees that Renter and his or her invitees and guests shall comply with each of the attached rules.

Rules Governing Use of Community Room

1. Renter must be an adult over the age of 18. The Renter agrees to be present at the Community Room during the entire time the Community Room is being used.
2. Reservations may be made a maximum of one year in advance.
3. Rental is for allotted time only, which shall include set up and clean up. Set up and clean-up will not be on the day before or the day after unless approved by City Administration staff.
4. Rental fee is \$20 per hour or \$80 per daily use, with \$25 fee for use of A/V equipment. If no food is being served, deposit is \$50, if food is being served \$100 deposit is paid upon reservation.

5. Renter must supply all paper products, dishes, serving and eating utensils. A stove and refrigerator are available for use.
6. Tables are to be washed and returned to storage location along with the chairs.
7. Community Room, including kitchen, restrooms and entry areas must be cleaned and left in the same or better condition in which it was found. Stove, oven, and refrigerator are to be wiped clean; all floors swept and damp mopped if necessary to remove all spills and tracks. Prints, smudges and dirt are to be cleaned from all glass surfaces (i.e. doors & windows).
8. All trash must be deposited in the dumpster south of the building to include bathroom trash.
9. If minors are present during the rental period, the Renter shall provide a proper number of chaperones to be present and oversee the minors' use of the premises while they are on City property.
10. The City's administration offices and designated "non-public" areas are absolutely off limits, and the Renter shall ensure that no one enters into these areas.
11. The Renter must conduct his or her function and use of the Community Room and associated City property in accordance with all applicable federal, state and local laws and regulations, and the Renter is responsible for the conduct of all persons who enter the City property during the rental period.
12. The Renter acknowledges that he/she is aware that the Community Room and surrounding area (with the exception of the restrooms) are monitored by closed circuit recording devices.
13. Alcoholic beverages are allowed on-site, but are not to be distributed or consumed within the premises after 10:00pm. Alcoholic beverages must stay inside the Community Room. Alcoholic beverages may not be sold on site at any time. They may be given out at no charge by the renter or served by a licensed caterer. Payment for the service must be done off-site. The renter shall ensure that minors are not served alcohol and assumes all responsibility for any incidents/damages arising out of underage consumption of alcohol.
14. Smoking is strictly prohibited inside the building, but is allowed within the parking lot at the rear of the building.
15. No use of any flammable or hazardous material, including fireworks, is allowed on the City property, including the Community Room.

16. No tacks, adhesive material or tape is to be used on the walls. No Command Strips are to be used.
17. Renter will be held responsible for costs of emergency personnel response to false fire alarms.